

1. The proposed DCID quotes Executive Order 10501, "will not be disseminated outside another receiving agency," and further states that the control markings shall be used to restrict the internal dissemination and use by a receiving agency, or to permit the dissemination without the receiving agency. "Not releasable to contractors", may be used to prevent dissemination to contractors. It may be applied to material which by category and classification is prohibited from dissemination to contractors by the USIB agreement and other directives. With the use of the stamp the document shall not be disseminated to contractors and the information shall not be used in documents released to contractors, since any documents in which such information is used must be marked "Not Releasable to Contractors").

2. "Document not releasable to contractors" may be used when the document can not be released to a contractor but the originator permits the information to be used in another document, if paraphrased, and released to a contractor. (Since the control stamp need not be carried over on the new document, provided the use conceals the originator, the source, the place acquired, and the manner of acquisition.

3. The CODIB agreement makes the positive statement that USIB member originated material may be released by another member to intelligence contractors provided:

(a) record is maintained, (b) withdrawal can be effected, (c) RD material is protected, (d) no release is made beyond contractor and within contractor organization except when recipients are directly engaged in the contract services, (e) no access by foreign nationals employed by contractor, (f) names are recorded of persons having access, (g) communications between contractors and other member agencies is controlled by releasing agency, (h) compliance with security regulations applicable to contractors is ensured by releasing agency, and (i) security regulations are part of the contract.

4. In addition to 3(a) the following categories can not be released: (a) Top

dissemination channels, (d) NIE's and SNIE's, (e) CIA Current Intelligence Digest, Current Intelligence Weekly Summaries, The OCI Hand Book, Studies in Intelligence, and ORR Report Projects, IP and MP, (f) J-2, JCS material, (g) Department of State material, (h) materials which by reason of sensitivity of content bear special markings (such as contained in DCID 11/2) or warnings which prohibit dissemination to contractors, and (i) In addition, the releasing agency shall withhold materials which are identified as containing intelligence revealing sensitive and/or covert collection operations, sources or techniques, and materials which pertain to or reveal positions, policies, plans or intelligence operations of a member agency of USIB, including collection operations, sources or techniques.

5. The manner in which the proposed revision of DCID 11/2 (Draft 7) is written is such that, in my opinion, it has no effect upon the CODIB agreement. It would not alter the relationship now existing between the CODIB agreement and the current DCID 11/2. The proposed draft does say on page 1 that markings shall be used to restrict internal dissemination and use, or to permit the dissemination of such information outside. The use of the term "may" when referring to the "Not Releasable to Contractors" or the "Document Not Releasable to Contractors" stamps is such that when these two stamps are used such material could not be released to any contractor under 3.j.(9) of the CODIB agreement. (See 4(h) above) In other words, the use of these two stamps serve only to clarify the contractor aspect of the previously used "Limited" control stamp.

6. It is my opinion that if the words "may" were changed to "shall" in each instance when used in connection with these two stamps, it would eliminate entirely the need for the CODIB agreement.

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